

10/10/03

10-15-2003

Form PTO-1594
(Rev. 10/02)
OMB No. 0651-0027 (exp. 6/30/2005)
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U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

102574365

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Wachovia Bank, National Association

☐ Individual(s) ☒ Association
☐ General Partnership ☐ Limited Partnership
☐ Corporation-State of Nebraska
☐ Other _____

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

2. Name and address of receiving party(ies)
Name: Airborne Express, Inc.
Internal
Address: _____

Street Address: 3101 Western Avenue
City: Seattle State: WA Zip: 98111

☐ Individual(s) citizenship _____
☐ Association _____
☐ General Partnership _____
☐ Limited Partnership _____
☒ Corporation-State Delaware
☐ Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☐ No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? ☐ Yes ☒ No

3. Nature of conveyance:

☐ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☒ Other Release of Trademark Security Interest

Execution Date: 08/14/03

4. Application number(s) or registration number(s):

A. Trademark Application No.(s) _____

Additional number(s) attached ☒ Yes ☐ No

B. Trademark Registration No.(s) See attached
Exhibit A for complete list of numbers

Additional number(s) attached ☒ Yes ☐ No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Melynda Bortnak

Internal Address: O'Melveny & Myers LLP

Street Address: 400 South Hope Street

City: Los Angeles State: CA Zip: 90071-2899

6. Total number of applications and registrations involved: 10

7. Total fee (37 CFR 3.41).....\$ 265.00
☒ Enclosed
☐ Authorized to be charged to deposit account

8. Deposit account number: _____

DO NOT USE THIS SPACE

9. Signature.

Melynda Bortnak
Name of Person Signing

Signature

October 10, 2003
Date

Total number of pages including cover sheet, attachments, and document: 5

10/15/2003 LNUELLER 00000003 2375004

01 FC:8521
02 FC:8522

40.00 OP
225.00 OP

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

TRADEMARK
REEL: 002843 FRAME: 0543

Exhibit "A"

U.S. TRADEMARK AND SERVICE MARK REGISTRATIONS

<u>Mark</u>	<u>Registration No.</u>
Airborne@Home	2,375,004
Airborne & Design	1,093,416
Airborne Express & Design	2,283,275
Airborne Express	1,437,512
Letter Express and Design	1,735,312
Airborne Logistics Services	2,228,008
Airborne Global Post	2,094,762
Express Pack	1,083,949
Airborne Letter Express	1,367,072
Letter Express	1,735,312

RELEASE OF TRADEMARKS AND SERVICE MARKS

1.

AIRBORNE EXPRESS, INC., a corporation organized and existing under the laws of the State of Delaware, having an address at 3101 Western Avenue, Seattle, Washington 98121 ("Debtor"), entered into a certain Trademark Security Agreement, recorded in the United States Patent and Trademark Office on July 10, 2001, at Reel 002330, Frame 0503 (the "Trademark Security Agreement"), whereby WACHOVIA BANK, N.A., now known as WACHOVIA BANK, NATIONAL ASSOCIATION, a national banking association, having an address at 191 Peachtree Street, Atlanta, Georgia 30303 ("Secured Party"), was granted a security interest in certain trademarks and service marks defined therein as the "Collateral."

2.

The Secured Party without representation, warranty or recourse of any manner hereby terminates, releases and discharges all its security interest in the Collateral and all other security interests granted under the Trademark Security Agreement, including without limitation its security interest in the trademarks and service marks and registrations set forth on Exhibit "A" attached hereto and incorporated herein by reference. Any right, title or interest of the Secured Party in such Collateral shall hereby cease and become void.

3.

The Secured Party hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the release of the security interest contemplated hereby at Debtor's expense.

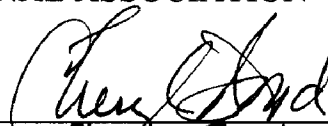
IN WITNESS WHEREOF, Secured Party has caused this document to be executed on its behalf as of the [14] day of August, 2003.

WACHOVIA BANK,
NATIONAL ASSOCIATION

By: _____

Name: _____

Title: _____


Cheryl Boyd
Director

STATE OF GA

COUNTY OF Fulton

On this 14th day of August, 2003, before me appeared Cheryl Boyd, the person who signed this document in his/her capacity as Director of WACHOVIA BANK, NATIONAL ASSOCIATION, who acknowledged that he/she signed it as a free act on behalf of the identified corporation with authority to do so.

Shelley R. Shaw
Notary Public

Commission Expiration Date:

[NOTARIAL SEAL]

Shelley R. Shaw
Notary Public-Fulton County, Georgia
My Commission Expires 6-11-06